UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc. et al., Debtors.

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Turnpike Limited
Name of Transferee
Name and Address where notices to transferee should be sent:

Turnpike Limited c/o Alden Global Capital 885 Third Avenue, 34th Floor New York, NY 10022 Attention: Ithran Olivacce E-mail: iolivacce@aldenglobal.com

Phone: 212-888-7214

Wire instructions:

Name of Bank: Wells Fargo N.A.

ABA: 121 000 248 SWIFT: WFBIUS6S Account #: 4000103507

Account Name: Turnpike Limited

Alden Global Distressed

Opportunities Master Fund, L.P.

Name of Transferor

Court Claim #: See attached Schedule 1

Total Allowed Amount

to be Transferred: See attached Schedule 1

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:

Jasen Pecora

Transferce/Transferce Agene Ctor - Operations: March 20, 2014

Alden Global Capital

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- 1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Alden Global Distressed Opportunities Master Fund, L.P. ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to Turnpike Limited (the "Assignee"), and Assignee hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage of the principal/notional amount, each as specified in Schedule 1 ("Schedule 1") attached hereto (collectively, the "Assigned Claim"), in Assignor's right, title and interest in and to Proof of Claim Numbers: See Schedule I, filed by or on behalf of the Assignee (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Assignor relating to the Assigned Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Assigned Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence. create and/or give rise to or affect in any material way the Assigned Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Assigned Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Assigned Claim, and (iv) any and all of Assignor's right, title and interest in, to and under the transfer agreements, if any, under which Assignor or any prior Assignor acquired the rights and obligations underlying or constituting a part of the Assigned Claim, but only to the extent related to the Assigned Claim, (c) any and all proceeds of any of the foregoing, and (d) the security or securities (any such security, a "Purchased Security") relating to the Assigned Claim and specified in Schedule 1 attached hereto (collectively, as described in clauses (a), (b), (c) and (d) the "Transferred Claims").
- Assignor hereby represents and warrants to Assignee that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Assignor owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Assignor or against Assignor; (d) Assignor is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Assigned Claim specified in Schedule 1 attached hereto; (f) Assignor has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Assignee receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) as of the date of this Agreement, the Purchased Securities have not been accelerated. Notwithstanding anything to the contrary contained herein or in any related document, Assignee is required to notify Assignor of any objection or other challenge to the transferred Claims and shall not settle any such objection or challenge without Assignor's written consent, such consent not to be unreasonably withheld.
- 3. Assignor hereby waives any objection to the transfer of the Transferred Claims to Assignee on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Assignor by Assignee for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Assignee agrees to file a notice of

transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Assignor acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Assignor transferring to Assignee the Transferred Claims, recognizing Assignee as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Assignee.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Assignee shall be entitled to transfer its rights hereunder without any notice to or the consent of Assignor. Assignor hereby agrees to indemnify, defend and hold Assignee, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, in an amount not to exceed the purchase price paid for the Assigned Claim, including, without limitation, reasonable attorneys' fees and expenses, which result from Assignor's breach of its representations and warranties made herein.
- 5. Assignor shall promptly (but in any event no later than seven (7) business days following receipt) remit any payments, distributions or proceeds received by Assignor in respect of the Transferred Claims to Assignee. Assignor has transferred, or shall transfer as soon as practicable after the date hereof, to Assignee each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Assignee may designate in writing to Assignor. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Assignor and Assignee agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Assignor's and Assignee's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Assignor and Assignee each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

08-13555-mg Doc 43703 Filed 03/24/14 Entered 03/24/14 18:06:07 Main Document Pg 4 of 14

IN WITNESS WHEREOF, this AGREEMEN' executed this day of, 2014.	T AND EVIDENCE OF TRANSFER OF CLAIM is
ALDEN CLOBAL DIGERRAGER	MAID PIDATURE A ARABITA
ALDEN GLOBAL DISTRESSED	TURNPIKE LIMITED
OPPORTUNITIES MASTER FUND, L.P.	
By: Alden Global Capital, LLC, Its Service Provider	By: Alden Global Capital, LLC, Its Sole Member
By: Name: Jason Pecora	By:
Managing Director - Operations	bassii i soo.a
34th Floor, Alden Global Capital	Managing Director - Operations
New York, NY 10022	34th Floor, 883 Third Avenue, apital
212-888-7214	New York, NY 10022
iolivacce@aldenglobal.com	212-888-7214
	iolivacce@aldenglobal.com

Transferred Claims

Lehman Programs Securities to which Transfer Relates

Claim Transferred to Allowed Amount of Assignee (USD) 135,806.88 143,316.48 144,959.92 285,544.53 98,042.07 71,199.99 64,640.43 Notional Amount Maturity Blocking Number Holdings Inc. Guarantor Brothers Brothers Brothers Brothers Brothers Brothers Brothers Lehman Lehman Lehman Lehman Lehman Lehman Lehman Treasury Co. Brothers Brothers Brothers Brothers Brothers Brothers Brothers Lehman Lehman Lehman Lehman Lehman Lehman Lehman Issuer B.V. B.V. B.V. B.V. B.V. B.V. XS0343843479 XS0368095237 XS0273666437 XS0346438061 XS0324188134 XS0287672694 XS0366298601 ISIN/CUSIP 43381 59840 43380 59552 59533 43382 48734 CLAIM#

DOC ID - 20941661.1

DOC ID - 20078317.1

CLAIM#	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		B.V.					
45221	XS0257807288	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				162,939.45
42667	XS0326085742	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				54,322.75
56865	XS0234421914	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				130,889.80
45214	XS0339810078	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				54,918.08
50549	XS0294106314	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				97,733.17
50549	XS0294106405	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				103,167.31
48734	XS0296067142	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				54,076.71
48734	XS0305948860	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				447,288.11
45214	XS0314067140	Lehman Brothers	Lehman Brothers				96,577.57

CLAIM#	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		Treasury Co. B.V.	Holdings Inc.				
67534	XS0353382681	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				206,709.66
67457	XS0323312974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				62,163.07
48734	XS0317240157	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				205,253.40
29098	XS0242396249	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				591,884.25
44983	XS0275062916	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				145,614.08
67456	XS0285422597	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				185,910.76
44979	XS0312058752	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				301,117.71
44985	XS0291145364	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc	-		±1	226,000.31
62901	XS0306341958	Lehman	Lehman				136,556.86

CLAIM#	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		Brothers Treasury Co. B.V.	Brothers Holdings Inc				
62901	XS0303764129	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				188,657.41
86909	XS0300460721	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				599,131.34
58808	XS0303865074	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				72,795.64
62870	CH0027120978	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				182,372.33
50472	XS0306226696	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				214,574.88
59233	CH0039308686	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				1,910,304.42
58890	XS0278638258	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				655,748.97
67361	XS0200284247	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				61,508.31

Allowed Amount of Claim Transferred to Assignee (USD)	141,388.09	82,849.01	62,012.90	150,769.76	92,253.76	613,391.23	2,692,018.40	4,431,079.34	1,217,773.44
Notional Amount									
Maturity									
Blocking Number									
Guarantor	Lehman Brothers Holdings Inc	Lehman Brothers Holdings Inc	Lehman Brothers Holdings Inc	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc	Lehman Brothers Holdings Inc
Issuer	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co.							
ISIN/CUSIP	XS0229584296	XS0276441044	XS0349054360	XS0371847210	XS0344556864	XS0226711629	DE000A0MHV V0	DE000A0MJH E1	XS0312463184
CLAIM#	59650	48734	59581	65521	59536	67183	58569	58568	60638

CLAIM#	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		B.V.					
67542	XS0317961729	Lehman Brothers Treasury Co. B.V.	Lebman Brothers Holdings Inc				59,755.03
58559	XS0314918276	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				101,005.54
58571	DE000A0LHV D0	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				607,603.88
56921	XS0329670433	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				102,343.39
42026	XS0328586606	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				56,383.82
62750	XS0237304059	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				59,755.03
51170	XS0282866192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				75,349.38
79699	XS0286531156	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				1,059,703.23
66962	XS0297155565	Lehman Brothers	Lehman Brothers				1,739,773.65

CLAIM#	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		Treasury Co. B.V.	Holdings Inc				
62784	XS0298201988	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				173,710.60
62784	XS0298320218	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				190,128.10
67534	XS0342399325	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				59,880.34
66962	XS0314763052	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				238,373.06
62901	XS0317366689	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				195,170.82
35551	XS0163559841	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				237,454.98
58811	XS0327055371	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				58,570.80
44504	XS0210433206	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				51,000.00
59589	XS0314479337	Lehman	Lehman				

ISIN/CUSIP Issuer
Brothers Treasury Co. B.V.
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CLAIM#	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
44980	XS0336248322	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				151,204.29
47110	XS0268043709	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				82,344.47
35552	XS0286529093	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				3,218,188.59
44978	XS0294325203	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				153,383.90
67361	XS0211093041	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				248,856.84
67361	XS0213971210	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				235,385.06
58799	XS0280904714	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				103,637.18
58803	XS0287869050	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				59,489.83
58809	XS0310084339	Lehman Brothers Treasury Co.	Lehman Brothers Holdings Inc				116,397.27

CLAIM#	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		B.V.					
50717		Lehman	Lehman				27 000 274
	XS0313734922	Treasury Co. B.V.	Holdings Inc				1,403,889.02
50717		Lehman	Lehman				720 615 26
	XS0314746479	Treasury Co. B.V.	Holdings Inc				07:010:77
44984		Lehman	Lehman				
			Brothers				367,339.99
	XS0269787858	Treasury Co. B.V.	Holdings Inc				
44508		Lehman	Lehman				
	XS0342489589		Brothers				138,977.79
	1111	Treasury Co. B.V.	Holdings Inc				
44509		Lehman	Lehman				
		Brothers	Brothers				300,111.80
	XS0336556146	Treasury Co.	Holdings Inc				
66286		ue au	I.ehman				
	US52519VAR7		Brothers				952 556 48
	8	sury Co.	Holdings Inc				
		B.V.					